128 N. C. 229. But in the principal case, as the court points out, the question is not whether the company is liable for not taking care of an injured trespasser, but whether, after assuming control of the injured person, they are bound to take care of him and see that proper medical attention is secured. In determining this question the court adopts the holding in the case of *Dyche* v. *Railroad Co.*, 79 Miss. 361, that where a railroad company had injured a trespasser under such circumstances that it could not be held liable for the original injury, if it assumed charge of the injured person when in a helpless condition and shipped him to another place from that at which he had been injured, it was charged with the duty of ordinary humanity in taking care of him while he was thus in its charge. See *Needham* v. *S. F. & S. J. R. Co.*, 37 Cal. 409. The Massachusetts court in the case of *Griswold* v. *Railroad Co.*, supra, criticises the *Dyche* case, supra, as not proceeding on strict legal theory. Nevertheless it seems that it may well be justified under the principle laid down by Chief Justice KENT in the case of *Thorne* v. *Deas*, 4 Johns. 84, that "if a party who makes an engagement (the gratuitous performance of business for another), enters upon the execution of the business, and does it amiss, through the want of due care by which damage ensues to the other party, an action will lie for the misfeasance." And again it is said that "the confidence induced by undertaking any service for another is a sufficient legal consideration to create a duty in the performance of it." 1 SMITH'S LEADING CASES, 82. The question might well arise in a case like the one under consideration whether the tortious conduct of the agents and servants was so within the scope of their duties and employment as to charge the master for the resulting injury. In the solution of this problem it is material to note the observations of an eminent text writer, "The extent of the liability of railways for the acts of their agents and servants, both negative and positive, seems not very fully settled in many of its incidents. But the disposition of the courts has been to give such agents and servants a large and liberal discretion, and hold the companies liable for all their acts, within the most extensive range of their charter powers." 1 REDFIELD, RAILWAYS, 510.

RIGHT OF PRIVACY—INTERPRETATION OF THE NEW YORK STATUTE.—The plaintiff had been a wireless-telegraph operator on the vessel Republic, and after a collision between the Republic and another ship, summoned help by the use of the wireless. The defendant, a corporation engaged in making films for use in moving picture machines, produced films purporting to portray the circumstances attending the disaster. This was done by constructing scenes to represent the events which took place, employing actors to take the parts of the actual participants. One of these actors was made up to imitate the plaintiff, and in one scene appeared alone, unconnected with any of the events of the accident; plaintiff's name was used several times in the film and also in advertising circulars. Plaintiff applied for an injunction and damages under the Civil Rights Law (Consol. Laws c. 6) §§ 50 and 51. Defendant claimed, inter alia, that this was not a picture of the plaintiff but of another individual who merely represented the plaintiff. *Held*, a picture within the meaning of the statute is not necessarily a photograph, but includes any representation of

a person, and the defendant's use of plaintiff's name and picture is actionable. *Binns* v. *Vitagraph Co. of America,* (N. Y. 1913) 103 N. E. 1108.

No case has heretofore arisen where the picture was not actually that of the complainant, and the court's construction seems to be the most liberal that has yet been placed upon this penal statute. If the purpose of this statute is to remedy such situations as arose in *Roberson* v. *Rochester Folding Box Co.,* 171 N. Y. 538, 64 N. E. 442, 59 L. R. A. 478, 89 Am. St. Rep. 823, its aim must be to prevent the unauthorized use of one person's name, picture, or portrait, by another who seeks to advertise, or increase the profits of his business, by the use of the complainant's picture, name, etc., thereby exhibiting publicly the name and personal peculiarities of act or appearance of the complainant and bringing upon him mortifying or at least unpleasant notoriety and ridicule. *Moser* v. *Press Pub. Co.,* 109 N. Y. Supp. 963; *Wyatt* v. *James McCreery Co.,* 111 N. Y. Supp. 86. The statute is penal and a strict construction of it would seem to permit the courts to go no further than to enjoin a graphic representation of the complainant, but the language used by the court in the principal case appears to give more latitude to the meaning of the words of the statute. If a picture of a different individual, made up to represent the complainant, falls within the prohibition of the statute, it would seem that the actual impersonation of another by an actor on the stage could also be restrained. Such an impersonation would fall within the court's definition of trade purposes in the principal case; it would also be "a representation of the person" impersonated; and would fall within the spirit of the law as construed by the court in the principal case. As to the right of privacy generally, see 4 HARV. L. REV. 193, 3 MICH. L. REV. 559, 5 ID. 378, 7 ID. 83, 8 ID. 221, 11 ID. 338.

SALES—CONDITIONAL SALES—NECESSITY OF RECORD—WHAT LAW GOVERNS. —A steam shovel was sold conditionally in Pennsylvania, to be removed to Virginia to be used in construction work. The conditional sale was not recorded in Virginia as required by its laws. Vendee made an assignment for the benefit of creditors, and plaintiff, the conditional vendor, sues for a return of its shovel. *Held,* the sale was subject to the recording laws of Virginia, and was therefore invalid as against creditors. *Corbett* v. *Riddle,* 209 Fed. 811.

The principal case based its opinion on the authority of *Hervey* v. *Locomotive Works,* 93 U. S. 664, and *Green* v. *Van Buskirk,* 5 Wall. 307 (7 Wall. 139). These two cases, sound law in themselves, have led to much confusion. The validity and effect of contracts relating to personalty are generally determined by the laws of the state or country where made, and as a matter of comity, will be enforced in another state, if valid where made. It has accordingly been held in many states, where the question of chattel mortgages was involved, that the removal of a mortgagor from the state in which he resided when the mortgage was given, and where it was duly recorded, and the taking of the mortgaged property with him, does not invalidate the record of the mortgage or necessitate the recording of it again in the state to which he has removed. *Offut* v. *Flagg,* 10 N. H. 46; *Ferguson* v. *Clifford,* 37 N. H.